

Commission Use Only

File No.

PA-890131E

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

Approved by OMB  
3060-003  
Expires 6/30/89

FILE TYPE:

MKA

CONSTRUCTION PERMIT OR LICENSE

ID SEC

06

**APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION**  
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

**Section I**

**GENERAL INFORMATION**

**Part I — Assignor**

FEB 18 1989

**1. Name of Assignor**

Greater Johnstown Radio, Inc.

Street Address

City

1 7 2 4 S C A L P A V E N U E J O H N S T O W N

State

Zip Code

Telephone No.

(include area code)

P A

1 5 9 0 4

(814) 467-6644

**2. Authorization which is proposed to be assigned**

(a) Call letters

Location

WBEM

Windber, Pennsylvania

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☒ NO

If yes, attach as Exhibit No. \_\_\_\_\_ the showing required by Section 73.3597.

**3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:**

Remote Pickup Mobile System KPK-829

RECEIVED  
890131

**4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?**

FCC  
FEE SECTION

☒ YES ☐ NO

If No, attach as Exhibit No. \_\_\_\_\_ an Ownership Report supplying full and up-to-date information.

**5. Attach as Exhibit No. A a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.**

**6. State in Exhibit No. B whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.**

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location

## Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. \_\_\_\_\_ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

EXHIBIT A

Agreement between Greater Johnstown Radio, Inc. and  
JOTOCON COMM, INC., dated January 25, 1989.

**AGREEMENT**

**between**

**GREATER JOHNSTOWN RADIO, INC.**

**(Seller),**

**and**

**JOTOCON COMM, INC.**

**(Buyer)**

## AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this 25th day of January, 1989, by and between GREATER JOHNSTOWN RADIO, INC., a Pennsylvania corporation ("Seller") and JOTOCON COMM, INC., a Pennsylvania corporation ("Buyer").

## WITNESSETH

WHEREAS, Seller is the licensee and operator of AM broadcast station WBEM, Windber, Pennsylvania ("Station"); and

WHEREAS, Seller desires to sell and assign and Buyer desires to purchase and acquire the licenses and certain property and assets of Seller used or useful in the operation of the Station; and

WHEREAS, the licenses issued by the Federal Communications Commission ("Commission" or "FCC") for the operation of the Station may not be assigned to Buyer without the prior written consent of the Commission.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

### 1. SALE OF ASSETS AND ASSIGNMENT OF LICENSES

At the Closing, Seller shall sell or assign and transfer to Buyer and Buyer shall purchase from Seller the following assets ("Assets"), free and clear of liens, encumbrances, and other security interests except as provided herein or disclosed in writing to Buyer. Allocation of purchase price to assets to be determined by Buyer and Seller.

A. Tangible Personalty: All the fixed and tangible personal property owned by Seller, used or useful in the operation of the Station, including, but not limited to, the property listed in Exhibit A hereto, together with all replacements thereof and improvements and substitutions thereto, and all similar tangible property acquired by Seller in the ordinary course of business prior to the Closing.

B. Licenses and Authorizations: All licenses, permits, permissions and other authorizations, including, but not limited to, those listed in Exhibit B hereto (including the right to the use of the Station's call letters) which are issued by the Commission and other governmental agencies and that are associated with the operation of the Station, and all applications for extension or renewal thereof pending on the Closing Date.

C. Agreements and Contracts: The rights of Seller under all agreements, leases or contracts, written or oral, listed in Exhibit C hereto and which are in effect on the Closing Date.

D. Trade Agreements: The rights of Seller under all written agreements listed in Exhibit D hereto for the sale of advertising time on the Station for other than cash.

E. Intangible Personal Property: All good will, trademarks, service marks, copyrights, trade names, common law property rights and all other intangible personal property owned by Seller and used by it in connection with the operation of the Station.

F. Records: Such of Seller's files, logs, books of account and other records relating to the operation of the Station as Buyer may reasonably require.

G. Real Property and Buildings: The real property and all improvements thereon owned by or leased to Seller as of the date of this Agreement or acquired by or leased to Seller between the date hereof and Closing and used by Seller for the Station's studio and transmitter sites.

2. ASSETS EXCLUDED:

It is understood and agreed that cash on hand, deposits and prepaid items shall not be among the Assets purchased pursuant to this Agreement.

3. PURCHASE PRICE AND TERMS:

The purchase price for the Assets which are being purchased under this Agreement is Buyer's assumption of the following obligations of Seller per items 1, 2 and 4 and payment per item 3:

(1) A note in the face amount of \$102,000.00 held by Louis Popp, d/b/a WWBR, INC.

(2) A mortgage to First United Federal in the face amount of \$30,000.00 as recorded in Record Book Volume 972, Page 331, records of Somerset County, Pennsylvania, which is a lien on real estate upon which the station's broadcast tower is located.

(3) The payment of \$55,000.00 from buyer to seller, payable as follows:

- (A) \$27,500.00 to be placed in an escrow account to be payable to buyer within thirty (30) days of FCC license transfer approval. Any accrued interest to the benefit of buyer; and,
- (B) \$27,500.00 secured by a promissory note from JOTOCON COMM, INC. to be filed in Somerset and Cambria Counties and to accrue interest at the rate of ten (10) percent per annum, accruing to the benefit of Seller and payable in full twelve (12) months after FCC license transfer approval is approved.

(4) Assumption of loans advanced by David R. Wolf from date of the Agreement to Closing.

(5) Buyer may, at its sole option, elect to renegotiate any of the foregoing liabilities in lieu of assuming it. Copies of all of the liabilities to be assumed or renegotiated by Buyer hereunder have been provided to Buyer prior to the signing of this Agreement.

#### 4. EXPENSES

Each party shall bear its own legal fees and other costs and expenses with respect to the transaction.

#### 5. ASSUMPTION OF CERTAIN LIABILITIES

At the Closing Buyer shall assume those liabilities and obligations of Seller under the agreements assigned pursuant



to Paragraph 1.C hereof, which by the terms of said agreements require the payment of money or the performance of other obligations after 12:01 a.m., Windber, Pennsylvania time on the Closing Date. Additionally, Buyer shall assume those obligations of Seller listed in Paragraph 3 hereof, except those which Buyer elects to renegotiate. Buyer shall assume no other obligations of Seller.

6. FILING OF FCC APPLICATIONS

Buyer and Seller agree to proceed as expeditiously as practical, and in no event later than ten (10) days from execution hereof, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth ("Application"). The parties agree that said Application will be prosecuted in good faith and with due diligence, and the filing fee shall be paid one-half by each.

7. TERMINATION BY ACTION OR NON-ACTION OF COMMISSION

A. If the written consent of the Commission is not evidenced by a Final Order (that is, a grant not subject to reconsideration or judicial review) within six (6) months of the acceptance for filing of the Application, either Buyer or Seller may terminate this entire Agreement upon ten (10) days' written notice to the other, provided that the party seeking to terminate is not in default hereunder and has satisfied any and all requests by the Commission for additional information directly connected with the application.

B. If the Commission designates the Application for hearing, either party shall have the option of terminating this Agreement by notice to the other party prior to the commencement of the hearing, if the terminating party shall not be in default under the provisions of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties, all of which have been relied upon by Buyer in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date.

A. Organization: Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania, and it has full power and authority to enter into and perform this Agreement.

B. Authorization: The execution and delivery of this Agreement have been duly authorized by the Board of Directors and shareholders of Seller, and certified copies of the Resolutions have been (or shall on the Closing be) delivered to Buyer. This Agreement constitutes a valid and binding Agreement of Seller, enforceable in accordance with its terms.

C. No Contravention: The execution, delivery and performance of this Agreement by Seller will not violate any provision of its Certificate of Incorporation or By-Laws or result in the breach of, or constitute a default under, the provisions of any Agreement or other instrument to which Seller

is a party or by which it or its property is bound or affected, except such provisions as shall have been waived.

D. FCC Licenses: Exhibit B hereto contains a complete list of all the licenses, permits, and other authorizations needed for and issued by the FCC to the licensee for, or auxiliary to, Seller's present operation of Station. These licenses, permits and authorizations are in full force and effect and are free and clear of any restrictions which might limit the full operation of the Station as presently authorized. To the best of Seller's knowledge there are no applications, proceedings, or material complaints pending at the Commission as of the date hereof which shall adversely affect the business or operations of the Station.

E. Title to Assets: Seller has good and marketable title to each of the assets to be sold hereunder, free and clear of all mortgages, liens, charges or encumbrances, except as have been disclosed to Buyer in writing. The assets listed in Exhibit A are sufficient to operate the Station as it is presently operated.

F. Condition of Assets: The transmitting and studio equipment sold hereunder is, or will at the Closing be, in proper operating condition and repair (including adequate spare parts) and will permit the Station to operate in its customary manner and in accordance with its license(s) and the Rules and Regulations of the Commission.

G. Employee Agreements: Seller has no collective bargaining agreements relating to the Station and its agreements to pay salaries and other compensation to employees are terminable at will.

H. Employee Information: Seller has delivered (or will at the Closing deliver) to Buyer a list of names of all persons currently employed at the Station together with a statement of the salary and benefits payable to each such person and the pertinent bases thereof.

I. Agreements: All contracts, leases and agreements of Seller relating to the operation of the Station which are currently in effect are listed in Exhibit C hereto, and all are valid, binding, and enforceable by Seller in accordance with their terms as set out therein. Seller is not in material breach or default on any of its agreements and there is no claim of breach or default pending against it. On the Closing Date, Seller shall have full legal right and power to assign all of its rights under all the agreements to be assumed by Buyer. If consent of the contracting party to the assignment is required, Seller will secure such consent prior to the Closing. Those contracts whose stated duration extends beyond the Closing will not be modified without Buyer's written consent, which consent shall not be unreasonably withheld.

J. Litigation: There is no judgment outstanding and no litigation, proceeding, claim or investigation of any

nature pending or, to the knowledge of Seller, threatened against Seller which might materially and adversely affect the continued operation or earnings of the broadcast business presently being conducted by Seller or materially and adversely affect the enjoyment and use by Buyer of the Assets.

K. Payment of Taxes: Seller has paid and discharged all taxes, assessments, excises and levies which, if not paid, would interfere with Buyer's enjoyment of the assets, facilities, licenses or other items conveyed hereunder.

L. Insurance: All of the tangible assets to be sold to Buyer which are of an insurable character are insured by financially sound and reputable insurance companies against loss or damage by fire and other risks to the extent and in the manner customary for properties and assets of that nature.

M. Compliance with Laws: Seller has, in the course of the affairs of the station, complied with all applicable laws, rules and regulations relating to labor, including those relating to wages, hours, and the payment of social security and similar taxes, and is not liable for any arrears of wages or any tax penalties or failure to comply with any of the foregoing (except those of an immaterial or insubstantial nature).

N. Conditions of Leased Real Property:

(i) No condemnation has occurred; there is no existing notice covering future condemnation; and Seller has no reason to believe that the Property will be condemned;

(ii) The Property is appropriately zoned or subject to the necessary zoning variances to permit its use in the conduct of the Station's operations and business, as presently used and conducted;

(iii) The transmitting facilities of Station, including towers, antennas, guy lines, anchors and all other related buildings, structures and appurtenances are located entirely within the confines of the Property;

(iv) The Property and improvements thereon are provided with all requisite public utility services necessary to allow use and operation of the Real Property and Leased Property as presently used and operated; and

(v) True copies of the leases covering all of the real property upon which the Station's facilities are located have been delivered to Buyer.

O. Accuracy of Information: The information previously supplied by Seller is subject to the review letter of CPA's Dembert & Hoyne, dated September 30, 1988, provided to Buyer.

P. Disclosure: To the best of Seller's knowledge no representation or warranty made by Seller in this Agreement or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statement therein not misleading.

Q. Financial Operation of Station: Seller's books of accounts have been, and shall continue to be, kept in accordance with good accounting practice generally accepted in the broadcast business. In addition, pending Closing, Seller shall use its best efforts to continue to conduct the financial operations of Station, including its credit and collection policies in accordance with good business practices.

9. COVENANTS OF SELLER

A. Negative: Between the date hereof and the Closing Date, Seller will not do any of the following without the written consent of Buyer:

(i) Increase the compensation or bonuses payable, or to become payable, to any of the Station's employees, except in accordance with existing employment practices, or effect any unnecessary changes in management, personnel policies, or employee benefits.

(ii) Enter into any employment contract on behalf of the Station unless the same is terminable at will and without penalty;

(iii) Enter into any contract or lease for the benefit of the Station unless the same may be terminated on no more than two weeks' written notice without penalty or payment of any kind;

(iv) Enter into any contract or other commitment in relation to the Station's busi-

ness other than those made in the ordinary course of business;

(v) Create or assume any mortgage upon or pledge or subject to lien or encumbrance any of the assets to be sold to Buyer, whether now or hereafter acquired; or

(vi) Sell, assign, lease, convey, or otherwise transfer or dispose of any of the assets to be sold hereunder whether now owned or hereafter acquired, unless, in the case of the tangible personal property included in Exhibit A, the same are no longer usable and are replaced in the normal and usual course of business by assets of equal quality and usefulness.

B. Affirmative: Pending the Closing Date,

Seller will:

(i) Give to Buyer, its counsel, engineers, accountants and other authorized representatives, reasonable access during normal business hours to all of the properties, premises, books and records pertaining to the operations of the Station for the purposes of inspection, and to such other properties, premises, books and records of Seller as are necessary to complete such inspections and audits; provided, however, that all such access shall be scheduled in advance and



conducted with due regard for the need of station personnel to maintain broadcast operations without unreasonable interference;

(ii) Furnish to Buyer all financial statements and other information concerning the financial condition of the Station as are regularly prepared in the ordinary course of business.

(iii) Use its best efforts to maintain the present character of the Station and quality of its programs, to preserve the business organization and makeup of the Station, to keep available for Buyer the services of its present employees, and to preserve the Station's present customers and business relations, and otherwise to operate the Station in the normal and usual manner;

(iv) Maintain the tangible assets to be sold or replacements thereof in their present condition, ordinary wear and tear excepted;

(v) Promptly notify Buyer of any unusual or material developments with respect to the business or operations of the Station; and

(vi) Remove any and all violations of Commission Rules and Regulations which come to its attention or assume responsibility for the costs of removing same, including the payment

of any fines that may be assessed for any such violation.

10. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct as of Closing.

A. Organization: On the Closing Date, Buyer shall be duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania, and will have full power and authority to enter into and perform this Agreement. As of the Closing Date, the execution and delivery of this Agreement shall have been duly authorized by Buyer's Board of Directors and certified copies of the Resolution shall have been delivered to Seller.

B. Qualification: Buyer knows of no reason why it should be disqualified to become the licensee of the Station.

C. Authorization: This Agreement constitutes a valid and binding Agreement of Buyer enforceable in accordance with its terms.

11. CONTROL OF STATION

Nothing contained in this Agreement shall be construed as giving Buyer any right to directly or indirectly supervise or

direct the operation of the station prior to the Closing.

12. RISK OF LOSS

A. The risk of loss or damage to any of the assets of Station from fire or other casualty or cause shall be upon Seller at all times through the Closing Date, and it shall be the responsibility of Seller to repair or cause to be repaired and to restore the assets to their condition prior to any such loss or damage. In the event of any such loss or damage, Seller shall notify Buyer of same in writing immediately, specifying with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable, and the insurance coverage. The proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace or restore any such property to its former condition subject to the conditions stated below. If the property is not completely repaired, replaced or restored on or before the Closing Date, the Buyer, at its sole option: (a) may postpone the closing until such time as the property has been completely repaired, replaced or restored, and, if necessary, the parties shall join in a

request to the Commission to extend the effective period of its consent to the Assignment application; (b) may consummate the closing and accept the property in its then condition, in which event Seller shall assign to Buyer all proceeds of insurance covering the property involved and/or make appropriate deductions from the purchase price; or (c) may rescind this Agreement and declare it of no further force and effect, provided that such repairs, replacements or restorations are necessary to the normal operation of Station.

B. If prior to the closing any event occurs which prevents the regular broadcast transmission of Station in the normal and usual manner in which it has heretofore been operating for a period of more than 48 consecutive hours, Seller shall give prompt written notice thereof to Buyer. Buyer shall be entitled, by giving written notice to Seller, to terminate this Agreement forthwith and without any further obligation hereunder by either party, if: (a) broadcast transmissions are not commenced on a temporary basis within five (5) days, or (b) such facilities are not restored so that normal and usual transmissions are resumed by the earlier of (i) fifteen (15) days after such event or (ii) the Closing.

### 13. CONFIDENTIALITY OF MATERIAL

Pending the Closing Date, Buyer and its principals, employees, representatives and agents will maintain the confidentiality of the information and materials delivered to them

or made available for their inspection pursuant to this Agreement, except where such information, schedules, and other documentation are required to be filed with the Commission in connection with an application for Commission consent. If for any reason the transaction is not consummated and does not close, Buyer will cause its principals, employees, representatives and agents to return to Seller all such materials in their possession.

14. CLOSING DATE AND PLACE

The Closing Date and time shall be fixed by Buyer by giving at least five (5) days' written notice thereof to Seller. Unless extended as herein provided, the date of Closing shall not be less than five (5) nor more than thirty (30) days after the FCC's consent to assignment of the authorizations of Station from Seller to Buyer shall have become final as provided in Paragraph 8 above, or, should the parties agree to waive the requirement that said FCC consent shall have become final, the Closing shall take place no less than five (5) nor more than forty-five (45) days after FCC approval as designated by Buyer. The place of Closing shall be at the offices of Seller or at such other location as the parties may mutually agree.

15. CONDITIONS OF CLOSING - SELLER'S OBLIGATIONS

The obligations of Buyer under this Agreement are, at Buyer's option, subject to compliance by Seller with each of the following terms and conditions at or prior to the Closing Date:

A. Commission Consent: The Commission shall have approved the assignment of the licenses listed in Exhibit

B hereto from Seller to Buyer and this approval shall have become a Final Order, as defined in Paragraph 10 hereof;

B. Absence of Changes: There shall not have been any material adverse change in the business or financial condition of Seller with respect to the Station from the date hereof through the Closing as compared with the same period in the preceding calendar year. For purposes of this provision, a "material adverse change" shall be defined as a decrease of more than fifteen percent (15%) in the Station's aggregate billings for the period involved;

C. Consents to Assignment: Seller shall have obtained the written consent to the assignment of all Agreements to be assumed by Buyer pursuant to Paragraph 1.C. hereof and delivered to same Buyer along with copies of all said Agreements;

D. Instruments of Conveyance: Seller shall have delivered to Buyer the following instruments, all of which shall be in form reasonably satisfactory to counsel for Buyer:

(i) Bills of sale and other instruments of assignment and transfer, in a form normal and customary in the State of Pennsylvania and satisfactory to Buyer's counsel covering all the tangible personal property to be sold pursuant to Paragraph 1.A. including Bulk Sales if applicable.

(ii) Assignments and other appropriate instruments assigning the licenses and other author-

izations of the Station and the Agreements and obligations to be assumed by Buyer pursuant to Paragraphs 1.B, 1.C and 1.D hereof;

(iii) An assignment of the leases for rental of the real property and buildings used by the Station;

(iv) A list of all insurance policies in effect which pertain to the assets being assigned hereunder; and

(v) Complete copies of all materials required to be maintained in the Station's public file, as set forth in Section 73.3526 of the Commission's rules.

(vi) Such other documents as Buyer shall reasonably request to place Buyer in actual possession and operating control of Station and the assets being transferred hereunder.

E. Accuracy of Representations - Compliance with Covenants: The representations and warranties of Seller contained in Paragraph 9 hereof shall be true and correct in all material aspects as of the Closing Date with the same force and effect as if made on that date. Seller shall have complied with all of the covenants contained in Paragraph 10.

F. Certificate: Buyer shall have received a certificate in form and substance satisfactory to counsel for Buyer, signed by Seller's President, that the representations

and warranties in the lettered sections of Paragraph 9 are true and correct in all material respects and that Seller has fully complied with all of the covenants contained in Paragraph 10.

G. Other Acts: Seller shall, within reason, have done any other acts which are necessary to place Buyer in the position of effectively operating the Station.

H. Compliance with Terms: All of the terms and conditions of this Agreement to be performed or complied with by Seller on or before the Closing Date shall have been complied with or performed in all material respects.

16. CONDITIONS OF CLOSING - BUYER'S OBLIGATIONS

The obligations of Seller under this Agreement are, at Seller's option, subject to compliance by Buyer with each of the following terms and conditions at or prior to the Closing Date:

A. Commission Consent: The Commission shall have approved the assignment of the licenses listed in Exhibit B hereto from Seller to Buyer.

B. Assumption of Agreements: Buyer shall have delivered to Seller a document, in form and substance satisfactory to Seller, whereby Buyer assumes all liabilities and obligations of Seller under the agreements to be assumed pursuant to Paragraph 7 hereof, and agrees to indemnify Seller against any liability or loss by reason of Buyer's failure to perform these agreements. Buyer is not, however, responsible for any liabilities resulting from Seller's failure to perform as required by such agreements.



C. Accuracy of Representations: The representations and warranties of Buyer contained in Paragraph 12 hereof shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made on that date.

D. Compliance with Terms: All of the terms and conditions of this Agreement to be performed or complied with by Buyer on or before the Closing Date shall have been complied with or performed in all material respects.

17. BUYER'S REMEDY ON DEFAULT

In the event Seller materially defaults under this Agreement, the parties recognize that money damages may not be adequate to compensate Buyer for its loss and that Buyer, at its option, shall, in addition to its other remedies, be entitled to bring an action for specific performance of the terms of this Agreement.

18. INDEMNIFICATION

Seller shall indemnify, defend, and hold Buyer harmless against all claims, demands and legal actions and will reimburse Buyer for any damages resulting from, or arising out of the operation of the Station prior to Closing. Buyer shall indemnify, defend and hold Seller harmless against all claims, demands and legal actions, and will reimburse Seller for any damages resulting from, or arising out of, the operation of the Station after Closing. Should any claims covered by the foregoing provisions be asserted against either party, the party being charged shall notify the other promptly and give it an